

## **Rule 6006-1**

### **Executory Contracts**

#### **(a) Assumption or Rejection**

Except as provided in § 365(d)(1) or § 365(d)(4) of the Code, a trustee or debtor in possession desiring to assume or reject any executory contract or unexpired lease of the debtor shall give twenty-one (21) days notice to all parties on the Master Mailing List in accordance with LBR 2002-1. The notice shall include a brief summary of the significant terms of the contract or lease. If assumption is desired and the contract is in default, the notice shall include terms of the cure, compensation for loss, and adequate assurance of future performance.

#### **(b) Assignment**

If the trustee or debtor in possession intends, upon assumption, to assign the executory contract or unexpired lease, the terms of the assignment shall be included in the notice described in paragraph (a) above. If the intent to assign is formed after the notice described in paragraph (a) is given, a separate notice detailing the terms of the assignment shall be given in the manner described in paragraph (a).

#### **(c) Order Requiring the Trustee, Debtor in Possession or Debtor to Act**

(1) A party to an executory contract or unexpired lease of the debtor requesting an order requiring the trustee, debtor in possession or debtor to assume or reject the contract or to reject a contract previously assumed shall give twenty-one (21) days notice to all parties on the Master Mailing List in accordance with LBR 2002-1. The notice shall include a brief summary of the significant terms of the contract or lease and shall be accompanied by a summary of the proposed order described in subparagraph (2).

(A) An order requiring the trustee, debtor in possession or debtor to act shall:

- (i) State a date certain by which the trustee, debtor in possession or debtor must either assume or reject the contract which date shall be no sooner than twenty-one (21) days after the notice required by subparagraph (c)(1) is given,
- (ii) State that the contract shall be deemed rejected if the trustee, debtor in possession or debtor does not act before the specified date, and
- (iii) Include provisions for cure, compensation for loss, and adequate assurance of future performance if the contract is assumed.

(B) The order may include provisions requiring the trustee, debtor in possession or debtor to vacate or surrender possession of property of the estate in the event the contract is rejected, however, such provisions shall comport with the

requirements of applicable non-bankruptcy law.

**(d) Request by Debtor for Chapter 13 Trustee to Act**

In a case under Chapter 13, the debtor shall prepare all pleadings and documents for the performance of duties required by the Chapter 13 trustee if the debtor desires to have the trustee assume or reject any executory contract or unexpired lease. The debtor shall approve the pleadings, serve them upon all required entities, and file them with the Court. It shall be the debtor's responsibility to timely obtain the Chapter 13 trustee's signature on the appropriate documents, to set any necessary hearings, and to appear and argue at all hearings.

**Related Provisions**

FRBP 6006	Executory Contracts
11 USC 365	Executory Contracts and Unexpired Leases
11 USC 1303	Power of Debtor
11 USC 1322(c)(7)	Contents of Plan

**LBR 6006-1**  
**DECEMBER 1, 2009**